

INTERGOVERNMENTAL
COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of September, 1971, by and between THE ARIZONA HIGHWAY DEPARTMENT, hereinafter called "DEPARTMENT"; THE SOIL CONSERVATION SERVICE, UNITED STATES DEPARTMENT OF AGRICULTURE, hereinafter called "SERVICE"; and the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, hereinafter called "DISTRICT";

BACKGROUND AND PURPOSE

The drainage area known as the "Guadalupe Watershed", which lies west of Interstate Highway 10 and west of the town of Guadalupe, Arizona in central Maricopa County, has had over the last many years numerous floods of varying magnitudes which have damaged many types of property within this watershed. In order to alleviate these problems, a comprehensive Watershed Work Plan for the Guadalupe Watershed was prepared and published under the authority of the Watershed Protection and Flood Prevention Act (Public Law 566, 83rd Congress, 68 Stat. 666) as amended, by the DISTRICT, the SERVICE and various local Soil Conservation Districts under it, and the Arizona Game and Fish Department. This plan provides for a number of flood prevention improvements including flood water retarding structures and floodways, all of which would serve to prevent west-to-east flooding in the area.

The DEPARTMENT has heretofore completed construction of Interstate Highway 10 which has given certain consideration to the natural drainage and flood situation in the area. This project is designated:

Project I-10-3 (602) Western Canal - Guadalupe Road

If the flood prevention improvements called for in the "Guadalupe Watershed Plan" are constructed, the need for large subsequent expenditures

would be eliminated, a substantial savings in cost would be realized and greater safety and usability of the highway would be accomplished.

For all of these reasons, it is to the benefit of all parties to cooperate and contribute to the implementation and construction of the plan features; and this agreement is executed for that purpose and to set forth the rights, duties and obligations of each party who is a party to this cooperative agreement.

DURATION

This agreement shall have a duration of five (5) years unless the parties have commenced performance of their obligations and duties hereunder. Where agreements as to rights, duties and obligations are entered into during the duration of this agreement for periods longer than the duration set forth herein, the periods set forth in those agreements shall govern as to those rights, duties and obligations.

RIGHTS, DUTIES AND OBLIGATIONS

The DEPARTMENT, for and as a part of its obligation hereunder, shall:

1. Acquire in its name and at its cost all rights-of-way necessary for construction and utilization of those watershed improvements, all as designated on the map to be subsequently provided. In conjunction with its acquisition of the above rights-of-way, the DEPARTMENT shall comply with Senate Bill 328 and Public Law 91-646 pertaining to the Uniform Relocation and Land Acquisition Law. The estimated cost of such acquisition is the sum of \$244,000.00.
2. Said acquisitions shall be made by the DEPARTMENT as right-of-way necessary to protect its highway construction projects in the area and, specifically, for use in the construction of necessary drainage structures required to protect said highway.
3. Said acquisitions are to be purchased, or acquired by

condemnation, by said DEPARTMENT, with payment for the same to be made by the DEPARTMENT from its state funds, without cost to the federal government.

4. Upon acquisition of said rights-of-way, the DEPARTMENT shall grant to the DISTRICT a nonexclusive easement for perpetual joint use whereby the DISTRICT, for and in behalf of itself, the SERVICE and all other interested parties, shall construct and maintain the watershed and drainage improvements described above for the benefit of all parties concerned.

5. The DEPARTMENT shall make no financial contribution to the design, construction or maintenance of the watershed improvements above designated, its sole contribution and obligation being limited to the acquisition of the rights-of-way and its allowance of joint usage by the parties hereto.

The SERVICE, for and as part of its obligation hereunder, shall carry out its obligation as provided for by Guadalupe Watershed Work Plan Agreement which is, by reference, made a part of this agreement and which includes the following:

1. Study, plan and design the watershed improvements above designated and preparation of a comprehensive set of plans and specifications for their construction on the rights-of-way to be provided by the DEPARTMENT.

2. Provide administration, engineering and technical assistance for the construction of the designated watershed improvements.

3. Provide, subject to appropriation by Congress, the funds for the construction of the watershed improvements.

4. The estimated cost for the services to be rendered by the SERVICE is the sum of \$329,410.00.

The DISTRICT, for and as a part of its obligation hereunder, shall:

1. Administer the actual construction projects and contracts for the watershed improvements to be constructed and see to their construction in accordance with the Plans and Specifications of the SERVICE.
2. Upon completion of the improvements, operate and maintain the same in perpetuity or until all parties agree otherwise.
3. Relocate all roads and utilities necessary for the construction of the designated watershed improvement facilities.
4. Coordinate all aspects of this agreement for all parties concerned.
5. All costs of the DISTRICT shall be provided for as a part of its annual budget.
6. The estimated cost for the services to be rendered by the DISTRICT is the sum of \$143,000.00 plus an undetermined amount for continued maintenance.

ALL PARTIES AGREE as follows:

1. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
2. The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in the Civil Rights Act of 1964 and the regulations of the Secretary of Agriculture (7 C.F.R. 15.1-15.12), which provide that no person in the United States shall, on the grounds of race, color, or national origin, be

excluded from participation in, be denied the benefits of, or be subjected to discrimination under any activity receiving Federal financial assistance.

The Arizona Highway Department

By: *Wm. H. Price*

WM. H. PRICE

Title: State Highway Engineer

Address: 206 South 17th Avenue

Phoenix, AZ 85007

Date: September 15th, 1971

The signing of this agreement was authorized by a resolution of the governing body of the Arizona Highway Department adopted at a meeting held on 9/3/71

Director: *Justin Herman*

JUSTIN HERMAN

Date: September 15th, 1971

Soil Conservation Service
United States Department of Agriculture

By: *M. F. Strong*

Title: *State Conservationist*

Address: 6021 Federal Building

Phoenix, Arizona 85025

Date: Aug 4, 1971

The Flood Control District
of Maricopa County

By: *James A. ...*

Title: Chairman, Board of Supervisors

Address: Maricopa County

Date: August 9, 1971

The signing of this agreement was authorized by a Motion of the governing body of the Flood Control District of Maricopa County made at a meeting held on August 9, 1971

Clerk: *...*

Date: August 9, 1971

APPROVED BY
THE ATTORNEY GENERAL
OF ARIZONA

By: *Frederic V. ...*

this 16th day of August, 1971.